	AWA	RD/CONTRACT			ct Is A Rat 5 (15 CFR			Rating DOA4	Page 1	Of 20
2. Con	tract (Proc. I	nst. Ident) No.		ective Dat	,	700)	4. Req	uisition/Purchase Request/I	Project No.	
W56HZ	V-04-C-0100)		2	003DEC16			SEE SCHED	ULE	
5. Issue	ed By		Code	W56HZV	6. Admi	nistered By ((If Other	r Than Item 5)	Cod	e S0513A
TACOM	WARREN E	BLDG 231	L			SANTA ANA				
	-AQ-ABGD				34 CIV	/IC CENTER	PLAZA			
		E (586)574-5273 I 48397-5000			ROOM 8					
made	.,	. 10337 3000			SANTA	ANA CA	92701-	-4056		
HTTP://CONTRACTING.TACOM.ARMY.MIL							_			
		AWRENCP@TACOM.ARMY.MIL		a		SCD			PPT HQ0339	9
		ss Of Contractor (No. Street, Ci	ty, County, S	State, And	d Zip Code	e) 8.	Delivery			
	CAL OPTICS GRAMERCY E	CORPORATION							Below) SEE	SCHEDULE
	#103	Hitel				9.	Discoun	t For Prompt Payment		
	NCE, CA. 90	0501-1821								
TYPE	BUSINESS: 0	Other Small Business Perfo	ming in U.	.s.				Invoices		tem
Code	07736		Facility Co	udo			•	Unless Otherwise Specified) ldress Shown In:)	12
	p To/Mark F	or	Code	la la	12. Pavm	ent Will Be N			Cod	le HQ0339
	CHEDULE					- COLUMBUS	•			
							CITLEME	NT OPERATIONS		
						30X 182381 3US, OH 432	010_000	1		
					СОДОМ	305, OH 432	230.	<u>.</u>		
13. Au	thority For U	sing Other Than Full And Oper	Competitio	n:	14. Accou	nting And A	ppropria	ation Data		.
	0 U.S.C. 2304		-)				046N6N7EP665502255Y S2	20113 W56HZ	V
15A	. Item No.	15B. Schedule Of Supp	lies/Services	<u> </u>	15C. Qu	antity	15D. Uni	it 15E. Unit Price	15F. A	mount
SEE S	CHEDULE	CONTRACT TYPE:				D OF CONTRA				
		Firm-Fixed-Price			R	esearch and	d Devel	opment Contracts		
						15G. To	otal Amo	ount Of Contract	\$69,990.0	10
				16. Ta	able Of Co	ntents		¥ 1		
(X)	Section	Description		Page(s)	(X)	Section		Description		Page(s)
Х		Part I - The Schedule		1	X	Part II - C				15
X	A	Solicitation/Contract Form	-/C4-	2	^	I Do-4 III I		act Clauses	41 4441	
X	B C	Supplies or Services and Price Description/Specs./Work State		6	Х	J		Ocuments, Exhibits, And O f Attachments	tner Attachm	20
X	D	Packaging and Marking	inent	7	^			tations And Instructions		20
X	E	Inspection and Acceptance		8		K		sentations, Certifications, a	ınd	
X	F	Deliveries or Performance		9			_	Statements of Offerors		
X	G	Contract Administration Data		11		L		., Conds., and Notices to Of	ferors	
Х	Н	Special Contract Requirement	S	13		M	Evalua	ation Factors for Award		
		Cont	racting Offic	er Will C	omplete It	em 17 Or 18	As App	licable		
17. X	Contractor'	's Negotiated Agreement (Con	tractor is		18. A	ward (Contra	actor is r	not required to sign this doc	cument.) You	r offer on
-		document and return 2 signed	_			on Number _			ing the additi	
_		tractor agrees to furnish and de			_			dditions or changes are set		
and on any continuation sheets for the consideration stated herein.					hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a)					
					the Government's solicitation and your offer, and (b) this award/contract. No					
					further contractual document is necessary.					
		tne soncitation, if any, and (c) s tifications, and specifications, as								
_		reference herein. (Attachments								
herein.	/									
19A. N	ame And Titl	e Of Signer (Type Or Print)				ne Of Contra M. HOPFNER		ficer		
								IL (586)574-7070		
19B. N	ame of Contr	actor	19c. Date S	igned	20B. Unit	ed States Of	America	ì	20C. Date	Signed
_									2003DEC1	_6
By (S	anoture -	prop authorized to ci			By Cia		SIGNED/	g Officer)	2000000	
(Signature of person authorized to sign) NSN 7540-01-152-8069					(Sigi 25-106	nature of Con	utracting	g Officer) Standard Form 26 (Rev. 4-85)	

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 2 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SERVICES LINE ITEM SECURITY CLASS: Unclassified				
SECURITY CLASS: Unclassified				
Contractor shall furnish all supplies and services to accomplish the tasks in their 26Jul03 proposal (see Section C) (End of narrative B001)				
SERVICES LINE ITEM				\$
NOUN: FY04 NEW PH I PHYSICAL OPTICS PRON: E142C044EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055				
NOUN: Supplies/Services in support of first Bi month Progress/Status Report (A001) (see C.2.1)	nly			
(End of narrative B001)				
Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0060 \$ 23,330.00				
SERVICES LINE ITEM				\$\$23,330.00
NOUN: FY04 NEW PH I PHYSICAL OPTICS PRON: E142C044EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055				
NOUN: Supplies/Services in support of second Bi month Progress/Status Report (A001) (SeeC.2.1)	chly			
(End of narrative B001)				
Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
S NPA	all supplies and services to accomplish the tasks in their 26Jul03 proposal (see Section C) (End of narrative B001) ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AMD: 01 ACRN: AA MS CD: 665502M4055 NOUN: Supplies/Services in support of first Bi montl Progress/Status Report (A001) (see C.2.1) (End of narrative B001) nspection and Acceptance NSPECTION: Destination ACCEPTANCE: Destination eliveries or Performance EL REL CD QUANTITY DAYS AFTER AWARD 001 0 0060 \$ 23,330.00 ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AMD: 01 ACRN: AA MS CD: 665502M4055 NOUN: Supplies/Services in support of second Bi mont Progress/Status Report (A001) (SeeC.2.1) (End of narrative B001)	all supplies and services to accomplish the tasks in their 26Jul03 proposal (see Section C) (End of narrative B001) ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AMD: 01 ACRN: AA MS CD: 665502M4055 NOUN: Supplies/Services in support of first Bi monthly Progress/Status Report (A001) (see C.2.1) (End of narrative B001) Inspection and Acceptance NSPECTION: Destination ACCEPTANCE: Destination eliveries or Performance EL REL CD OUANTITY DAYS AFTER AWARD 001 0 0060 \$ 23,330.00 ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AMD: 01 ACRN: AA MS CD: 665502M4055 NOUN: Supplies/Services in support of second Bi monthly Progress/Status Report (A001) (SeeC.2.1) (End of narrative B001)	all supplies and services to accomplish the tasks in their 26Jul03 proposal (see Section C) (End of narrative B001) ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AMD: 01 ACRN: AA MS CD: 66550ZM4055 NOUN: Supplies/Services in support of first Bi monthly Progress/Status Report (A001) (see C.2.1) (End of narrative B001) Inspection and Acceptance NSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance EL REL CD QUANTITY DAYS AFTER AWARD 001 0 0060 \$ 23,330.00 ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AMD: 01 ACRN: AA MS CD: 66550ZM4055 NOUN: Supplies/Services in support of second Bi monthly Progress/Status Report (A001) (SeeC.2.1) (End of narrative B001)	all supplies and services to accomplish the tasks in their 260u103 proposal (see Section C) (End of narrative B001) ERVICES LINE ITEM DUN: FY04 NEW PH I PHYSICAL OPTICS RON: E142C044EH PRON AND: 01 ACRN: AA MS CD: 665502M4055 NOUN: Supplies/Services in support of first Bi montally Progress/Status Report (A001) (see C.2.1) (End of narrative B001) magnetion and Acceptance NSPECTION: Destination ACCEPTANCE: Destination eliveries or Performance ELI REL CD OUANTITY DAYS AFTER AWARD 001 0 0060 \$ 23,330.00 ERVICES LINE ITEM OUN: FY04 NEW PH I PHYSICAL OFTICS RON: E142C044EH PRON AWD: 01 ACRN: AA MS CD: 665502M4055 NOUN: Supplies/Services in support of second Bi monthly Progress/Status Report (A001) (SeeC.2.1) (End of narrative B001) INSPECTION ACCEPTANCE SECOND ACCEPTAN

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 3 **of** 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

ITEM NO	SUPPLIES/SERVICES SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0120 \$ 23,330.00				
0001AC	SERVICES LINE ITEM				\$\$
	NOUN: FY04 NEW PH I PHYSICAL OPTICS PRON: E142C044EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055				
	NOUN: Supplies/Services in support of Final Report (A002) (See C.2.2) (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0180				
	\$ 23,330.00				
0002	SERVICES LINE ITEM				\$** NSP **
	SECURITY CLASS: Unclassified				
0002AA	Service Option				
	THIS OPTION IS NOT CURRENTLY FUNDED AND PERFORMANCE IS NOT AUTHORIZED. SEE CLAUSE H.13, SECTIONS C AND F. IF EXERCISED BY THE GOVERNMENT, THE OPTION VALUE WILL NOT EXCEED \$49,975.00				
	(End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 4 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0060				
002AB	Service Option				
	THIS OPTION SUBCLIN IS NOT CURRENTLY FUNDED AND PERFORMANCE IS NOT AUTHORIZED. SEE CLAUSE H.13, SECTIONS C AND SECTION F. (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0120				

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 5 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

B.1 The payments under this contract will be in accordance with the subCLINs. The subCLINs (0001AA, 0001AB, and 0001AC) are set up to pay the contractor on the 2nd, 4th, and 6th months after contract award. The payment is contingent upon TACOM receiving and approving a DD Form 250 for the designated report in each subCLIN. The approved DD250 will be sent to the payment office by the Contracting Officer's Technical Representative so the contractor can be paid.

In the event the contracting officer exercises the option in H.13 then the subCLINs (0002AA & 0002AB) are set up for the contractor to be paid on the 2th and 4th months after award of the option. The COR will again approve the DD250 and send to the payment office for payment.

*** END OF NARRATIVE B 001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 6 **of** 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 SCOPE OF WORK (SOW)

- C.2.1 <u>Phase I, Basic Period</u>: The Contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described in the Contractor's Proposal No.A032-0602 Lightweight Multi-Use Slipring, dated July 26, 2003, pages 7-13, Tasks 1 through 10, submitted under the Small Business Innovation Research (SBIR) Program, Topic Number A03-209.
- C.2.2 <u>Phase I, Option Period</u>: In the event the Government later exercises the option in clause H.13, then the Contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described in contractor's Proposal No. A023-0602, dated July 26, 2003, page 13,, submitted under the SBIR Program, Topic Number A03-209.

C.3 DATA DELIVERABLES

- C.3.1 <u>Phase I, Basic Period, Progress Reports</u>: The Contractor shall submit bi-monthly progress reports on all work completed to date, for a total of two (2) progress reports in the Phase I basic period, in accordance with (IAW) Exhibit A, Contract Data Requirements List (CDRL, DD Form 1423), Data Item Number A001.
- C.3.2 Phase I, Basic Period, Technical Reports: The Contractor shall prepare and submit to the Government one (1) draft report and one (1) final report by the end of the Phase I basic period, IAW Exhibit A, CDRL (DD Form 1423), Data Item Number A002.
- C.3.3 <u>Phase I, Option Period, Progress Report</u>: If the Government exercises the option in Section H.13, the Contractor shall submit a progress report by the end of the second (2nd) month of option effort, for a total of one (1) progress report in the Phase I option period, IAW Exhibit A, CDRL (DD Form 1423), Data Item Number A003.
- C.3.4 <u>Phase I, Option Period, Technical Reports</u>: If the Government exercises the option in Section H.13, the Contractor shall prepare and submit to the Government one (1) draft report and one (1) final report by the end of the Phase I option period, IAW Exhibit A, CDRL (DD Form 1423), Data Item Number A004.

C.4 MEETINGS

- C.4.1 <u>Phase I Kick-Off Meeting</u>: The Contractor shall initiate and coordinate a Kick-Off meeting by telephone with the Contracting Officer's Representative (COR) no later than one (1) month after contract award. One week prior to the meeting, the Contractor shall notify the Administrative Contracting Officer (ACO) and Contract Specialist when the meeting will occur, so those individuals may participate if available. At the meeting, the Contractor shall discuss its intended approach for accomplishing the contract SOW.
- C.4.2 <u>Phase I, Option Period, Review Meeting</u>: If the Government exercises the option (Section H.13) before the end of the six month Phase I basic period, the Contractor shall plan and conduct a one (1) day review meeting at TACOM, Warren, MI, in the fourth (4th) month after the end of the Phase I basic period. If the Government exercises the option (Section H.13) after the end of the six month Phase I basic period, the Contractor shall plan and conduct a review meeting at TACOM, Warren, MI, in the fourth (4th) month after the option exercise date. The Contractor shall coordinate this meeting with the TACOM COR, and shall notify the ACO and Contract Specialist two weeks prior to the meeting, so those individuals may participate if available. The Contractor shall use the meeting to summarize the Phase I basic period and Phase I option period effort, and shall include recommendations for potential future work.

*** END OF NARRATIVE C 001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 7 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION D - PACKAGING AND MARKING

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING AND PACKING

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 MARKING

All technical data deliverable under this contract shall be identified by this contract W56HZV-04-C-0100, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET	Reference No. of Document Bei	ing Continued	Page 8 of 20	
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-C-0100	MOD/AMD		

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3 52.246-4031 ACCEPTANCE POINT: DESTINATION AUG/1994 (TACOM)

The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

performance of option work

Page 9 **of** 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	Title	
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

- F.1 Delivery
- F.1.1 Data
- F.1.2 The delivery schedule for the data items is as follows:

DATA	TTEM	DELIVERY	DATE

CLIN	0001AA	1st	Bi-M	Monthly 1	Progress/Status	Report	(A001)	60	Days	After	Award
${\tt CLIN}$	0001AB	2nd	Bi-	Monthly	Progress/Status	Report	(A001)	120	Days	After	Award
CLIN	0001AC	Tech	nnica	al Repor	t (A002)			180	Days	After	Award

- F.1.3 All data deliverables under this contract shall be delivered electronically to the email addresses specified in the Contract Data Requirements List (CDRL) DD Form 1423.
- F.1.4 Option:
- F.1.4.1 This option may be exercised in whole or in part, by contract modification, issued at any time between award of the contract and nine months thereafter.
- F.1.4.2 The period of performance for the option is four (4) months after exercise of the option (unless the option is exercised sooner than 6 months after award, in which case the option performance period will begin at the end of the sixth month after contract award).
- F.1.4.3 In the event the option is exercised by the Government, the following schedule shall apply:

DATA ITEM DELIVERY DATE

CLIN 0002AA	6th Monthly Progress/Status Report (A001)	60 Days After beginning of
		performance of option work
CI IN COCCAD	Madata of Binal Machinal Dansut (2002)	100 Davis After beninning of
CLIN UUUZAB	Update of Final Technical Report (A002)	120 Days After beginning of

Period of Performance

- F.2.1 All work required under this contract, excluding work resulting from option callup, shall be completed within 180 days after contract award.
- F.2.2 Final Scientific and Technical Report
- F.2.3 The Contractor shall submit a draft Scientific and Technical Report within 157 days (5 months and 7 days) after contract award.
- F.2.4 The Government shall review the draft report within 7 days of its receipt and return it to the contractor with comments and requests for changes.
- F.2.5. The contractor shall submit the Final Scientific and Technical Report, in electronic format, within 14 days after receipt of the Government's approval of or comments on, the draft.

CONTINUATION SHEET	Reference No. of Document Be	Page 10 of 20	
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-C-0100	MOD/AMD	
Name of Offeror or Contractor: PHYSICAL OR	PTICS CORPORATION		

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET
CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 11 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

52.242-4016

(TACOM)

G-1

	PRON/						JOB			
LINE	AMS CD/		OBLG				ORDER	ACCOUNTI	NG	OBLIGATED
<u>ITEM</u>	MIPR	ACRN .	STAT	ACC	OUNTING CLASSIFICATION		NUMBER	STATION		AMOUNT
0001AA	E142C044EH 665502M4055	AA	2	21	42040000046N6N7EP665502255Y	S20113	42C044	W56HZV	\$	23,330.00
0001AB	E142C044EH 665502M4055	AA	2	21	42040000046N6N7EP665502255Y	S20113	42C044	W56HZV	\$	23,330.00
0001AC	E142C044EH 665502M4055	AA	2	21	42040000046N6N7EP665502255Y	S20113	42C044	W56HZV	\$	23,330.00
								TOTAL	\$	69,990.00
SERVICE <u>NAME</u> Army	TOTA	L BY A	<u>CRN</u>	<u>ACC0</u>	DUNTING CLASSIFICATION 42040000046N6N7EP665502255Y	S20113	ACCOU <u>STATI</u> W56HZ	ON	Ś	OBLIGATED AMOUNT 69,990.00
. II my		1111		21	120 100000 101010 12 0033022331	520113	WSONE	TOTAL	\$	69,990.00
	Rea	ulator	v Cit	e		Title				Date

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mitchell Cross e-mail:crossm@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Ron D. Cabrera e-mail:Ron.Cabrera@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

COMMUNICATIONS

DEC/1991

MAY/2000

- (a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3 52.227-4004 RELEASE OF INFORMATION (TACOM)

OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 12 **of** 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

http://www.usapa.army.mil/pdffiles/r360_1.pdf

[End of clause]

G.3 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

First example: the contract includes one accounting line from fiscal year 1999 and two accounting lines from fiscal year 2000.

Result: disbursements against new invoices are made on the fiscal 1999 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2000 accounting lines. Once disbursements start against the fiscal year 2000 lines, those payments will be split equally between the two available fiscal 2000 lines.

Second example: the contract includes four accounting lines from fiscal year 1999 and one accounting line from fiscal year 2000. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 1999 accounting lines. If one of the 1999 accounting lines becomes completely disbursed but money remains available on other 1999 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 1999 lines until they become completely disbursed, before disbursements are made against the fiscal year 2000 line.

* * *

*** END OF NARRATIVE G 001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 13 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.227-7039	PATENTS REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
- (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.
- (c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.
- (d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-11 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059. [End of Clause]
- H-12 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 (TACOM)

MAR/2002

Page 14 of 20

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
 - (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

- H.13 Exercise of Phase I Option
- H.13.1 The Government reserves the right to unilaterally exercise the option for CLIN 0002 at the amount shown in Section B (CLIN 0002AA) by modification. The Contracting Officer may exercise this option in whole or in part, by contract modification, issued at any time between award and nine months thereafter.
- H.13.2 In the event that the Government exercises the option, the Contractor must complete the efforts identified as 'Phase I Option' in its proposal dated 26 Jul 03, Small Business Innovation Research Program (SBIR), Proposal Number A032-0602, Proposal Title: Lightweight Multifunction Slipring.

*** END OF NARRATIVE H 001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 15 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-28	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-11	PATENT RIGHTSRETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-33	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-39	52.232-25	PROMPT PAYMENT	FEB/2002
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-41	52.233-1	DISPUTES	JUL/2002
I-42	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-43	52.242-13	BANKRUPTCY CHANGE FIXED DETCH (ALMEDNAME II (ADD 1004))	JUL/1995
I-44	52.243-1	CHANGESFIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-45	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-46	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-47	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-48 I-49	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	SEP/1996
	52.249-9		APR/1984
I-50 I-51	52.253-1 252.203-7001	COMPUTER GENERATED FORMS PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-	JAN/1991 MAR/1999
T_E2	252 204 7002	RELATED FELONIES CONTROL OF COVERNMENT DEPRONNEL WORK DEODUCT	ADD /1000
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-53	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-54	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 16 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

	Regulatory Cite	Title	Date
I-55	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-56	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-57	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-58	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-59	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-60	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-61	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-62	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE	JUN/1995
I-63	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-64	252.227-7034	PATENTSSUBCONTRACTS	APR/1984
I-65	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-66	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-67	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-68	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-69	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-70	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-71 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

- (a) Definitions. As used in this clause--
- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 17 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

upon receipt of this solicitation.

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

I-72 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0100

MOD/AMD

Page 18 of 20

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System

- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;

in accordance with 10 U.S.C. 2643.

- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

CONTINUATION SHEET	Reference No. of Document Bei	Page 19 of 20	
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-C-0100	MOD/AMD	

Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

- I-73 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
- MAR/2000
- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-
 - (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties
 - (1) In all subcontracts hereunder, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
 - (i) Noncommmercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

CONTINUATION SHEET PIIN/SI	IIN W56HZV-04-C-0100				
	1114	MOD/AMD			
Name of Offeror or Contractor: PHYSICAL OPTICS CORPORATION					
SECTION J - LIST OF ATTACHMENTS					

List of	Number	

List of
Addenda

Exhibit A CONTRACT DATA REQUIREMENTS LIST DD FORM 1423 Date of Pages Transmitted By 04-DEC-2003 002

PHIN/SHIN W56HZV-04-C-0100 MOD/AMD ATT/EXH ID Exhibit A PAGE 1

CONTRACT DATA REQUIREMENT LIST

B. COPIES:DRAFTFINALMitchell Cross, Contracting Officers Representative (COR), E-mail: crossm@tacom.army.mil

1Phil

Lawrence, Contract Specialist, E-Mail: lawrencp@tacom.army.mil

1Ron D Cabrera,

Administrative Contracting Officer (ACO), E-mail: Ron.Cabrera@dcma.mil 15. TOTAL: 1 * * In distributing the 1 electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the above email addresses Specialist, and ACO) e-mail addresses.16. REMARKS: a. Basic Period: The Contractor shall deliver two (2) progress reports in the Phase I, Basic Period: the first report by two (2) months after the contract award date, and the second report by four (4) months after the contract award date. b. Option Period: The Contractor shall deliver one (1) progress report within the option performance period. If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report sixty (60) days from the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report within sixty (60) days after the option exercise date. c. These instructions apply to both Basic Period and Option Period Progress Reports: Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, Contractors Progress, Status, and Management Report. The COR is responsible for accepting or rejecting the Contractors Progress, Status, and Management Reports. See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report. (Note Tailoring: Insert Tailoring instructions, if any) $\verb|http://astimage.daps.dla.mil/docimages/0001/48/17/DI80227.PD8| < \verb|http://astimage.daps.dla.mil/docimages/0001/48/17/DI80227.PD8| < \verb|http://astimage.daps.daps.dla.mi$ Prepare the reports in the Contractors format. Submit the reports using any of the following electronic formats: (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable. (2) Files in Adobe PDF (Portable Document Format). Scanners should be set (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live to 200 dots per inch. Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline. (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copyfurnished to amsta-idq@tacom.army.mil, to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft reports due date. All alternate methods must be a no cost to the Government. NOTES: (a) The above formats may be submitted in compressed form using self-extracting files. (b) Files may be read-only, password protected. e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted. (1) E-MAIL. Maximum size of each e-mail message shall be

three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: Message 1 of 3, 2 of 3, 3

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The

1 Phil Lawrence, Contract Specialist, E-mail: lawrencp@tacom.army.mil

A. ADDRESSEES Mitchell Cross, Contracting Officers Representative (COR), E-mail: crossm@tacom.army.mil

Representative (COR), E-mail: crossm@tacom.army.mil

1Ron D. Cabrera, Administrative Contracting Officer (ACO), E-mail: Ron.Cabrera@dcma.mil

<mailto:Ron.Cabrera@dcma.mil>

115 TOTAL: 1 * * In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to e-mail addresses above.16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft Scientific and Technical Report, five (5) months and one (1) week after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the reports cover sheet. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final Scientific and Technical Report (with the completed SF 298) within fourteen (14) days after receipt of draft comments. b. Option Period: If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft Scientific and Technical Report (with a completed SF 298) within three (3) months and one (1) week after the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft Scientific and Technical Report (with a completed SF 298) within three (3) months and one (1) week after the option exercise date. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final Scientific and Technical Report (with the completed SF 298) within fourteen (14) days of receipt of draft comments. Note: The Phase I, Option Period Scientific and Technical Report can be an addendum to the Phase I, Basic Period Scientific and Technical Report, but it must discuss the work accomplished during the Phase I, Option Period, and explain how the Option Period effort ties into the Basic Period work and the planned Phase II effort. c. These instructions apply to both Basic Period and Option Period Technical Reports: Complete the reports IAW DID DI-MISC 80711A, Scientific and Technical Reports. The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report. (Note Tailoring: Insert tailoring instructions, if any)

http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4 You may download the SF 298 form, from the following internet address: <http://www.dtic.mil/dtic/forms/sf298template.doc> You

may download basic instructions for completing the SF 298 form, from the following internet address:

http://www.dtic.mil/dtic/forms/SF298 MS67.doc

<http://www.dtic.mil/dtic/forms/SF298_MS67.doc> Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program: For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements: (a) Approved for public (b) Distribution authorized to U.S. Government Agencies only; contains proprietary release; distribution unlimited. Note: After reviewing the Contractors entry in Block 12a, TACOM has final responsibility for assigning a information distribution statement. Block 13 (Abstract) of the SF 298 must include the first sentence, Report developed under SBIR contract for topic (insert topic number) . The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DDD) will be publishing the abstract, it must not contain any proprietary or classified data. Block 14 (Subject Terms) of the SF 298 must include the term SBIR Report. d. Prepare the reports in the Contractors format. Submit the reports using any of the following electronic formats: (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable. (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch. (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline. (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft reports due date. All alternate methods must be a no cost to the Government. NOTES: (a) The above formats may be submitted in compressed form using self-extracting files. (b) Files may be read-only, password protected. e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted. E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: Message 1 of 3, 2 of 3, 3 of 3. (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractors name and address, and a contacts phone number. NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk. * Registered Trademark 18. ESTIMATED TOTAL PRICE:17. PRICE GROUP:17. PRICE GROUP:17. PRICE GROUP: